

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOSE NAJERA,)
)
)
Plaintiff,) Case No. 1:15-cv-3886
)
v.)
)
) Honorable Judge Der-Yeghiayan
MALVAES SOLUTIONS, INC., and)
JESSE MALVAES,)
)
)
Defendants.)

JOINT MOTION FOR APPROVAL OF SETTLEMENT

Plaintiff Jose Najera and Defendants Malvaes Solutions and Jesse Malvaes, on behalf of themselves, by their attorneys, hereby jointly move the Court to approve the parties' settlement and dismiss this action without prejudice. In support of their motion the parties state the following:

1. In the Complaint, Plaintiff alleges that Defendants violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1 *et seq.*, by failing to pay wages and overtime premiums as required.
2. Defendants deny the allegations in Plaintiff's Complaint. Defendants dispute Plaintiff's contention that they failed to pay Plaintiff's wages and overtime premiums as required by the FLSA and IMWL.
3. As a result of negotiations between Defendants and Plaintiff, the Parties reached a mutually satisfactory settlement that compensates Plaintiff for all unpaid wages that he alleges he is due, which they have memorialized in a Confidential Settlement Agreement and General Release (the "Settlement Agreement").

4. When an employee brings a private action against his employer or former employer under the FLSA or the IMWL a wholly private settlement between the parties is not enforceable. Consequently, in such a situation the parties present to the Court a proposed settlement, so the Court may enter a stipulated judgment dismissing the case after examining the settlement to ensure that it is a fair and reasonable resolution of a *bona fide* dispute under the FLSA. See *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982); see also *Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986).

5. As a material part of their settlement, the parties have agreed that it is in their mutual interest for their Confidential Settlement Agreement to remain confidential, and that it should not become part of the public record. Accordingly, the parties have not attached a copy of the Confidential Settlement Agreement to this Motion. However, the parties, on request, can provide a copy of the Settlement Agreement to the Court for in camera review.

6. The parties agree and stipulate that the Settlement Agreement is a fair and reasonable resolution of a *bona fide* dispute both as to liability and the amount of any compensation allegedly owed under the FLSA and IMWL, including Plaintiff's attorneys' fees and costs. Accordingly, the parties ask the Court to enter an order approving the Confidential Settlement Agreement.

7. The Parties request that the Court dismiss the Lawsuit with prejudice, with all parties to bear their own costs and attorneys' fees.

8. The Parties have attached a proposed Order for the Court's consideration

WHEREFORE, the parties jointly request that this Court approve their Settlement Agreement and General Release, and that it enter the proposed Order attached to this Motion.

Respectfully submitted,

JOSE NAJERA,

Plaintiff

By: s/David E. Stevens - 6297705

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MALVAES SOLUTIONS, INC.,
JESSE MALVAES

Defendants,

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Dated: June 1, 2015

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOSE NAJERA,)
)
)
Plaintiff,) Case No. 1:15-cv-3886
)
v.)
)
)
Defendants.)

Honorable Judge Der-Yeghiayan

[PROPOSED] ORDER

This matter is before the Court on the Parties' Joint Motion for Approval of Settlement. The parties and their respective counsel have entered into a Confidential Settlement Agreement and General Release ("Settlement Agreement").

IT IS HEREBY ORDERED:

1. The Court finds that the Settlement Agreement is a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/1 *et seq.*, and therefore approves the Confidential Settlement Agreement and General Release between Plaintiffs and Defendants.
2. The Court hereby dismisses this case without prejudice, and such dismissal will convert to a dismissal with prejudice sixteen (16) days from the Court's Order
3. Each party shall bear its own costs and attorneys' fees.

ENTER:

Honorable Samuel Der-Yeghiayan
United States District Judge

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the **JOINT MOTION FOR APPROVAL OF SETTLEMENT** was electronically filed with the Clerk of the Court using the CM/CEF system and thereby electronically delivered to the party listed below on this 1st day of June, 2015:

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By: s/Douglas A. Hass – 06296694

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